



Transport for London - Surface Transport

INVITATION TO SUBMIT A BEST AND FINAL OFFER

for

NEW BUS FOR LONDON AND RELATED SERVICES

ENQUIRY NUMBER: PRO 1632

Important Note:

This Invitation to submit a Best and Final Offer (BAFO) is provided in confidence and in proceeding to read this ITN the confidentiality requirements detailed in the original ITN and the Instructions to Bidders Paragraph 1.10 shall be deemed accepted.

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SECTION 1

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.1 Introduction

This document is an Invitation to submit a Best and Final Offer (BAFO) for provision of New Bus for London (NBfL) and related services for Transport for London (TfL) as previously described in the Invitation to Negotiate of 22 May 2009 and its subsequent clarifications.

The document is drafted with reference to the current draft of the Terms and Conditions and Schedules following discussions with the Bidders to date, an up to date copy of which will be supplied as soon as practicable. This Invitation is to:

- a) Invite you to either confirm agreement that you are willing to contract in accordance with the documents referenced in Section 3, Part 4 of the Invitation, or for you to provide a best alternative to the position to date; and
- b) Invite you to submit your best price for NBfL and related services in accordance with the Terms and Conditions and associated Schedules referenced in this document as modified in accordance with the above: each as described in more detail in this Invitation.

1.2 Acknowledgement of Intentions

If a Bidder does not intend to submit a best and final offer (BAFO) then this BAFO Invitation and all other documents relating to the NBfL Bid must be confidentially destroyed and a message sent to Transport for London (via BravoSolution) within two (2) working days of receipt of this Invitation confirming that this has been done.

The documents comprising this Invitation are the Sections, sub-sections and parts as detailed in the Contents page. The Bidder must ensure that all documents received are complete and in the event of any query shall immediately notify TfL in accordance with the contact instructions at sub-section 1.9 of this Invitation.

1.3 Number of Originals and Copies of Documents Required

In respect of technical, pricing and commercial elements of the BAFO Bidders are required to submit one (1) complete, signed original bound and two (2) bound copies and one (1) unbound copy of the response (s) and one electronic copy.

Each copy of the response shall be clearly marked upon the front cover with the word "ORIGINAL" or "COPY" as appropriate. Each copy shall also show upon the front cover the title of the work and the name of the Bidder. In addition a copy of the response should also be provided on CD-ROM using file formats compatible with MS Office 2007 or Adobe

Acrobat. It is advisable for the Bidder to double check that all required files have been successfully copied to the CD-ROM and are readable by the Office 2007 product set (i.e. Word 2007, Excel 2007, PowerPoint 2007, etc) as TfL will not have the ability to view documents until the opening time of the BAFO has passed.

In respect of the Styling Portfolio one complete set of documents shall be provided free from creases e.g. rolled. TfL reserves the right to request additional sets of documents.

1.4 Submission of Best and Final Offers

The BAFO shall be in English, all prices must be in Pounds Sterling (£) and shall be submitted, using the sealed Bid labels attached to the covering letter, stating "Best and Final Offer for Enquiry PRO 1632 (NBfL) OJEU Reference 2009/S 30-044219", to:

Mr Kevin Smith
Transport for London
Head of Procurement - Surface Procurement
7th Floor, Y3 Palestra
197 Blackfriars Road
Southwark
London. SE1 8NJ

The BAFO shall be signed by those persons duly authorised to do so. The names and titles of those signing shall be typed or written in BLOCK CAPITALS beneath their usual signatures.

The technical, pricing and commercial elements of the BAFO i.e. all elements except the Styling Portfolio, shall be delivered by registered post or hand by 12:00 (Noon) on 30 November 2009.

The Styling Portfolio shall be delivered by hand to:

Mr Kevin Smith
Transport for London
Head of Procurement - Surface Procurement

At the first presentation of the Styling Portfolio on 4 Dec 2009, or later date as advised.

Failure to return both parts of the BAFO by the required date and time may eliminate you from consideration for the provision of the proposed service, unless TfL has granted, in writing, an extension to the date and/or time shown above.

Bidders are to ensure that their BAFO is checked both technically and arithmetically. TfL reserves the right to correct any arithmetical errors.

In submitting a BAFO to TfL, the Bidder indicates acceptance of the terms and conditions set out in this document.

For the avoidance of doubt this submission of a BAFO shall constitute a formal offer capable of acceptance by TfL.

1.5 Format of the Best and Final Offer

The BAFO shall be submitted in 5 parts comprising:

- i) Completed Section 3 - Part 1
- ii) Completed Section 3 - Part 2
- iii) Completed Section 3 - Part 3
- iv) Completed Section 3 - Part 4
- v) Completed Section 3 - Part 5
- vi) Completed Section 3 – Part 6

Any proposed modifications to the Contract and/or its Schedules must be detailed in Section 3 - Part 4 of the response, as indicated.

Prices must be quoted in pounds sterling at 30 November 2009 and shall be inclusive of all costs and charges. United Kingdom VAT shall be excluded for the purpose of the BAFO. Any component of the services offered for which no prices or charges are explicitly identified shall be considered to be provided by the bidder at no additional cost.

1.6 TfL Intentions, TfL Obligations, Bidding Costs

Bidders should note that:

- If TfL makes a contract award as a result of this Procurement process (subject to as further described in Section 2) it is TfL's intention that ONE (1) contract will be awarded.
- It is TfL's intention that any contract awarded from this procurement process shall be between London Bus Services Ltd and the successful Bidder.
- TfL shall be under no obligation to accept any BAFO submitted hereunder. TfL has no liability (contractual, tortious or otherwise) to consider any BAFO.
- TfL shall be under no obligation or liability to meet any costs or any expenses incurred in the preparation or submission of a BAFO or any subsequent discussion and/or negotiations.

1.7 Incomplete or Altered Submissions

These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that the Bidder provides all the information asked for in both the format and order specified and

complies with the stated procedures. The purpose of such compliance is to assist TfL with the ability to conduct a fair and meaningful comparison between bids. For this reason, a BAFO which is incomplete, in the wrong format or which contain erasures or alterations may be rejected. This may also apply to any BAFO submission which is not sealed or where the enclosed labels are not used.

1.8 Errors and Omissions

Bidders shall take no advantage of any apparent errors or omissions. In the event that a Bidder discovers any such errors or omissions, TfL must be notified immediately via the messaging function in BravoSolution, as detailed in sub-section 1.9 below.

TfL has prepared this Invitation in good faith. However, TfL, its legal and other advisers and any of their respective officers, agents or servants do not warrant its accuracy, completeness or relevance, nor that it has been independently verified. To the extent that TfL is permitted by law, it excludes any liability (whether in contract, negligence or otherwise), for any incorrect or misleading information contained in this Invitation, or any inadequacies, inaccuracies or incompleteness of the Invitation, and makes no representations or warranty, express or implied, with respect to the information contained in the documents or on which such documents are based or with respect to any written or oral information made or to be made available to an interested bidder or its professional advisors and any liability therefore is excluded. In particular, no representation or warranty is given as to the likelihood of achievement or reasonableness of any future projections, management estimates, prospects or returns. This Invitation is a request for a proposal and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties.

Nothing in the Invitation or referenced documents or provided subsequently has been relied on as a promise or representation as to the future. TfL reserves the right, without prior notice, to supplement or amend any of the terms of this Invitation, or any of the documents contained or referred to therein, or to terminate discussions and the delivery of information at any time during the BAFO process.

1.9 Queries from Bidders

Any further information required during the response period to aid the Bidder in the preparation of its response shall be requested using the TfL Bravo Solution eTendering system via the website www.tfl.bravosolution.co.uk

It would greatly assist TfL if such queries could be categorised as being either technical, pricing or commercial in nature. All queries should also reference Invitation to BAFO No. PRO1632.

Bidders should be aware that: unless the question is confidential and is marked 'confidential' by the Bidder, TfL will provide copies of questions in a suitably anonymous form, together with answers, to all Bidders.

If, in TfL's view, questions are of a general nature, but the Bidder seeking clarification has marked them as confidential, TfL will contact the Bidder to check whether the Bidder wishes to withdraw its questions prior to answers being provided. In the event of such question not being withdrawn TfL will provide copies of the questions in a suitably anonymous form, together with answers, to all Bidders.

TfL will take reasonable steps to respond to all queries or requests for information as soon as practicable.

TfL will not give any commitment to respond to questions received after 17.00 on 26 November 2009.

The primary contact for all discussions, agreements and contact matters that arise during the BAFO stage will be the person the Bidder has registered on BravoSolution. The Bidder should therefore ensure there is continuous access to this person's email address for the duration of this procurement exercise.

1.10 Confidentiality and Copyright

The contents of this Invitation, including all supporting documents provided or referenced, are strictly confidential and shall not be disclosed to any third party other than for the purpose of developing the Bidder's BAFO and, after having obtained in writing a similar obligation from that third party, to treat any such information disclosed as strictly confidential. Furthermore, the Bidder shall not disclose any details of its proposals to any other person.

Bidders may not make any press announcements, issue press releases, or publicise this document, the BAFO process or any subsequent agreement in any way without written approval from TfL.

TfL reserves the right to make copies of Bidder's BAFO and by submitting a proposal the Bidder gives tacit consent to such copying.

Copyright in this Invitation belongs to TfL.

See also the Confidentiality Requirement in the Invitation to Negotiate issued on 22 May 2009.

1.11 Validity

The BAFO shall remain open for acceptance for a period of one hundred and eighty (180) days from the date fixed for the return of the BAFO.

1.12 Alternative Submissions

An alternative BAFO may be submitted subject to prior agreement by TfL which should be requested via the Bravo Solution eTendering system. TfL reserves the right to restrict the number and scope of alternative offers to facilitate the fair, effective and efficient evaluation of all offers submitted.

1.13 Award Criteria

The award of any ensuing Contract will be made according to the Method of Selection detailed at Section 2 of this Invitation and the process described below.

1.14 Evaluation Process

Initial evaluation of BAFOs is expected to be conducted by TfL without further involvement of the Bidder, and Bidders should not contact TfL during the evaluation period except through the process described in subsection 1.9 of this Invitation.

Bidders should note that TfL will evaluate and take decisions on the basis of the BAFO submission and does not make any commitment to enter into any further discussion or correspondence whether the BAFO is satisfactory to TfL or not.

Where TfL is dissatisfied with the Bidder's position, or the Bidder has clarified or modified its offer as part of the BAFO submission, or proposed any amendments to the documents referenced in Section 3, Part 4 of this Invitation, TfL intends to review the position as part of its evaluation and may at its discretion hold further discussions with the Bidder.

Bidders must, if requested, be prepared to:

- attend TfL's premises, or another suitable location, to hold discussions with TfL;
- present on the BAFO to TfL; and,
- allocate sufficient resource (including legal) to conclude the contract within timescales advised by TfL.

Following any contract award, debriefing will be available for unsuccessful Bidders.

Any Bidder who is notified by TfL that they have not been successful or that their BAFO is rejected shall confidentially destroy or otherwise secure any copies of the BAFO documents and all other documents, whether held by the Bidder or other parties that have supported the Bidder in this Procurement process, and continue to comply with the confidentiality requirements in sub-section 1.10.

The anticipated timetable is indicated in the following table:

BAFO Invitation Issued	23 November 2009
Last Date for Queries	26 November 2009
BAFO Return (Technical, Pricing and Commercial)	30 November 2009
First Presentation of Styling Portfolio	4 December 2009
Second Presentation of Styling Portfolio	9 December 2009
Contract Award	End December 2009/Early January 2010

The above timetable is indicative and may be changed by TfL at any stage, including suspension or cancellation of the process.

1.15 Change in Circumstances

If there has been any change to a Bidder's circumstances since the submission of their pre-qualification and/ or Invitation to Negotiate response which means that:

- (a) information submitted, to include insurance cover, by a Bidder at pre-qualification and/ or Invitation to Negotiate stage, is no longer correct, or
- (b) a Bidder's ability to perform the Contract(s) has materially deteriorated,

that Bidder shall immediately inform TfL of such a change in circumstances. TfL reserves the right to reconsider the matters considered at pre-qualification stage and/ or Invitation to Negotiate stage and to revisit the Bidder's qualified status.

If there is any change in the proposed composition of the Bidder (whether in the composition of any consortium or otherwise), the Bidder shall immediately inform TfL and seek approval for such change.

TfL reserves the right to refuse approval and to disqualify the Bidder if the proposed composition of the Bidder has a sufficiently serious impact on that Bidder's evaluation under the award criteria set out in this Invitation to Submit a BAFO or on their evaluation against the prequalification or Invitation To Negotiate criteria (such that the Bidder would not have qualified to bid for the Contract).

1.16 Documents Provided by TfL

The following documents will be supplied with this BAFO:

- Contract Schedule 1 – Specification (Part 1)
- Contract Schedule 1 – Specification (Part 2)
- Contract Schedule 2 - Milestones
- Contract Schedule 4 – Pricing and Payment
- Contract Schedule 14 – Vehicle Maintenance and Support Services
- Specification Stage 2b V3.0 – BAFO
- Specification Scoring Regime Stage 2b V04 (for Information only)
- Pricing Documents, Consisting of:
 - Table 1 – Design and Development
 - Table 2 – Non Routine Maintenance
 - Table 3 – Ad-Hoc Costs

See Section 3, Part 5, Appendix 1.

The body of the Contract and all other Schedules will be provided in due course.

SECTION 2

METHOD OF SELECTION (AWARD CRITERIA)

EVALUATION

INVITATION TO SUBMIT A BEST AND FINAL OFFER No. PRO 1623 NEW BUS for LONDON and RELATED SERVICES

This document sets out the evaluation approach which will be used in the BAFO.

1. Principles

- 1.1. Consistent with the ITN already supplied, TfL's intention is to identify the Bidder that offers the most economically advantageous BAFO taking account of the specification of the vehicles offered, the capital cost and whole life cost of vehicles, the costs for development and supply of prototypes and the terms of the contract. TfL will also take into account the Bidder's Styling portfolio. All of these elements are addressed in more detail below.
- 1.2. TfL has not decided on the future strategy for procurement of vehicles in the production stage and so will maintain flexibility to allow direct purchase by TfL; purchase by TfL's contracted bus service operators, or others.
- 1.3. In all of these scenarios the cost of acquisition and operation of the vehicles will ultimately be met by TfL either as direct payments to vehicle suppliers and maintainers or passed through to TfL from its contracted bus operators. It is therefore very important to TfL that as well as being iconic and technically innovative the New Bus for London is competitively priced to buy and economical in operation.
- 1.4. The additional operating cost of a two person operation will not be part of the evaluation process.
- 1.5. All responses will be evaluated on the same basis and using the same criteria.
- 1.6. The Whole Life Costs and where appropriate the capital costs will be considered by TfL on a Net Present Value (NPV) basis in recognition of the relative timings of payments.

2. Process

- 2.1. Evaluation of best and final offers for the New Bus for London is intended to be a two stage process, e.g. a BAFO submission (Technical, Commercial and Pricing) and a Styling portfolio. However, TfL reserves the right to introduce further stages if it is in the interests of TfL to do so in order to achieve an acceptable outcome to the procurement process.
- 2.2. BAFO will be evaluated by teams within TfL and scored against the criteria in this document; evaluators may also "flag" significant issues. Scores and any flags raised will be presented to a "Decision Panel". Marks may be reduced or improved to reflect the impact of flags on the score.

2.3. If following the evaluation of BAFO (including the Styling portfolio TfL) believes further stages are required to achieve an acceptable outcome details will be advised to the relevant bidder(s).

3. Overall Criteria and Scoring

3.1. Evaluation will cover four key criteria as follows;

Technical (including resources)	1,000 marks out of 2,800 (35%)
Pricing (including Whole Life Costs)	800 marks out of 2,800 (29%)
Styling	800 marks out of 2,800 (29%)
Contract / Commercial Terms	200 marks out of 2,800 (7%)

4. General Compliance Evaluation

4.1. Bidders must comply with the terms of the BAFO and submit all required responses and documentation in accordance with Section 3, Part 1 of the BAFO. Compliance with this will form the first stage in evaluation and **failure to comply with the BAFO instructions may result in the bid being disqualified** or marks being deducted.

4.2. The following Section 3 documents will be reviewed and must be acceptable to TfL:

- 4.2.1. Certificate of Bona Fide Response & Check List
- 4.2.2. Amendments/Qualifications
- 4.2.3. Freedom of Information Act 2000
- 4.2.4. Technical, Pricing and Commercial
- 4.2.5. Information Required Only for BAFO Evaluation

If submissions in these areas are not acceptable TfL may disqualify the BAFO, request further information or amendment of the response which will then be subject to further review.

5. Technical Criteria and Evaluation

5.1. Specification

The detail sections of the specification and relative weightings for those sections are shown in the Specification Scoring Regime. This weighting reflects the importance to TfL of certain features and the degree of flexibility or added value opportunity for bidders. A maximum of 800 marks, of the total available score, is available for this sub-section. Evaluation will be based on:

- 5.1.1. Mandatory compliance with the specification. These sections are indicated with an "M" and have a score of 0 (zero) in the Section Marks column and the words "Compliance Question" in the Comments column. These sections will be marked on a pass / fail basis. **Failure to achieve a "pass" in any of these sections may result in the bid being disqualified.**

5.1.2. Mandatory response to specification. These sections are indicated with an “M”, the available score is indicated in the Section Marks column. Bidders must respond to these questions and explain how their proposal meets or exceeds the specification. **Bidders should not assume pre-existing prior knowledge by TfL of the bidder’s technology or capability.** A proportion of the available marks will be awarded by TfL based on TfL’s assessment of the proposal.

5.1.3. Desirable elements of the specification. These sections are indicated by a “D”, the available marks are shown in the Section Marks column. Bidders are required to provide a response to these sections; a nil response will not receive any of the available marks. These sections allow the bidder the opportunity to offer enhanced features that will be attractive to TfL and bidders should ensure that a clear explanation of the features offered is included. A proportion of the available marks will be awarded by TfL based on TfL’s assessment of the proposal.

5.1.4. The sections marked with an “I” are for information to assist the bidder in preparing a response. A response to these sections is not required.

5.2. Generic Scoring Approach.

Sections will be marked out of five; responses that meet TfL’s requirement will generally score 4. Responses that exceed TfL’s requirements and that deliver additional benefits to TfL will generally score 5. Responses that do not meet TfL’s requirements will generally score less than 4 with the actual mark reflecting the extent of the failure to meet the requirement. Where the Specification allows a range of responses, unless expressly identified otherwise, provided the response is within the range it will be evaluated as meeting TfL’s requirement.

5.3. Resources – Project Management & Quality Plan.

TfL will assess the bidders’ proposals with regard to the credibility and acceptability of the proposed Contract Milestones and payment plan, and the calibre of the resources that are proposed to deliver the project. A maximum of 200 marks, of the total available score, is available for this sub-section.

6. Pricing

6.1. The primary focus of the evaluation will be based on a total procurement of 600 vehicles over approximately 3 years. TfL will also conduct sensitivity analysis using different volumes of Vehicles and may flag the result of this analysis for review and possible adjustment of the final score. The evaluation will cover:

6.2. **Design & Development** - An assessment of the cost of the design and development phase including production and delivery of a prototype vehicle and 5 initial production vehicles. Marks may be deducted for a payment schedule that does not represent an appropriate linking

between the value of work done and deliverables to TfL and requested payment milestones.

A maximum of 100 marks, of the total available score, is available for this sub-section.

6.3. 7 Year Whole Life Cost- This will include:

- Vehicle acquisition costs;
- The operating costs of a reference Maintenance and Support package as detailed in Schedule 14 of the contract;
- Fuel and tyre usage over 7 first years;
- Projected costs of accident damage repair over first 7 years;

A maximum of 600 marks, of the total available score, is available for this sub-section.

6.4. Costs in Years 8 to 14 – This will include:

- Items described in Table 2 Non Routine Maintenance;
- Fuel and tyre usage between 8 and 14 years;
- Projected costs of accident damage repair and scheduled refurbishments between 8 and 14 years;
- Notional cost of conversion to use outside of London.

A maximum of 100 marks, of the total available score, is available for this sub-section.

It is recognised that the innovative nature of New Bus for London may increase the capital cost but it is expected that the capital cost for a New Bus for London vehicle will be competitive with the bidder's "standard" 2012 Double Deck Hybrid to London specification (or equivalent).

7. Contract Terms

7.1. It is assumed that responses to this BAFO on insurance and the revised contract terms will contain no comments that are substantially to TfL's detriment and, therefore, only a single stage of evaluation is necessary. TfL reserves the right to revisit this evaluation process for any bidder if that assumption proves incorrect in respect of that Bidder.

7.2. The responses to this BAFO on insurance and the revised contract terms will be scored out of 200 as follows:

(a) 200 marks will be available for a response which accepts the revised contract terms in full and which identifies there are no adverse changes in insurance;

(b) marks will be deducted for a response which identifies adverse changes in insurance; and

(c) amendments to the revised contract are not anticipated but, should amendments be made, marks will be deducted from the 200 marks available;

the number of marks deducted will vary according to the nature of the amendment proposed. Bidders should note that, given the negotiation that has been undertaken and the compromises already made by TfL, it is anticipated that the extent of any such deductions will be material; and

(d) if the terms of the Contract as negotiated represent the best negotiated solution but still contain amendments significantly to TfL's detriment, when compared with the Contract contained within the ITN, this may be flagged for review and possible adjustment of the final score.

8. Styling

There will be an overall assessment of the styling proposed and capability/potential of the Bidder in translating the detailed concepts presented into the finished vehicle. The assessment will particularly take into account factors such as:

- The overall impression and compliance with the requirement for an iconic vehicle, and ease of operation;
- Front End Aesthetics;
- Rear End Aesthetics;
- Open Platform Aesthetics in open and closed form;
- 'Look and Feel';
- Design of special interior features if any.

A maximum of 800 marks, of the total available score, is available for this section.

SECTION 3

FORM OF BEST AND FINAL OFFER

PART 1

CERTIFICATE OF BONA FIDE RESPONSE & CHECK LIST

INVITATION TO SUBMIT A BEST AND FINAL OFFER No. PRO 1632 NEW BUS for LONDON and RELATED SERVICES

Note: This form should be completed and signed by an officer authorised to make such commitments on behalf of the Bidder.

We, the undersigned, certify that this is a complete and bona fide response intended to be competitive and the amount has not been fixed or adjusted by any agreement or arrangement with any other person or persons and that the response will remain open to negotiation to explore opportunities to improve the offer with TfL for one hundred and eighty (180) days, and if requested we will participate in any such negotiations in good faith.

Further, we certify that we have not and shall not undertake any of the following acts prior to the conclusion of the New Bus for London procurement process.

- a) Communication to a person or persons other than TfL, the amount or approximate details or amount of the response or any part thereof except where necessary, in confidence, to obtain quotations required for the preparation of this response.
- b) Enter into any agreement or arrangement with any other person or persons to restrain that said person or persons from responding or to fix the amount of any response to be submitted by that other person.
- c) Offer, pay, give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person or persons for doing, agreeing to do or having done or causing, agreeing to cause or having caused to be done to any response to this BAFO any act or thing of the sort described above.
- d) Canvass or solicit any officer, employee or agent of TfL in connection with any response or proposed response to this BAFO.

In this certificate “any person or persons” refers to any body or association, incorporated or unincorporated, and any “agreement or arrangement” including any such transaction, formal or informal and, whether legally binding or not.

Signed: _____

For and on behalf of: _____

Name: _____

Dated: _____

Position: _____

Our point of contact for all queries about this BAFO is:

Name: _____

Address _____

Tel: _____

Fax: _____

Email: _____

I also confirm our BAFO response documents have been submitted as indicated in the checklist below and that Part 6 – Styling Portfolio will be submitted as required.

Documents to be Returned	Yes/No
Response to Section 3:	
Part 1 - Certificate of Bona Fide Response & Check List	
Part 2 – Amendments/Qualifications	
Part 3 – Freedom of Information Act 2000	
Part 4 – Technical, Pricing and Commercial	
Part 5 – Information Required Only for BAFO Evaluation	

PART 2

AMENDMENTS/QUALIFICATIONS INVITATION TO SUBMIT A BEST AND FINAL OFFER No. PRO 1632 NEW BUS *for* LONDON and RELATED SERVICES

Either in response to requests for additional information or clarification in respect of this Invitation to submit a BAFO (as set out in Section 1 – Instructions To Bidders, sub-section 1.9) or in its own right, Transport for London may modify the Invitation to submit a BAFO in any respect, by way of clarification, addition, deletion or otherwise, prior to the closing date. The Bidder shall note the date, subject title and method of transmission of each such modification.

Provide confirmation details here:

DATE	SUBJECT TITLE	METHOD OF TRANSMISSION

PART 3

THE FREEDOM OF INFORMATION ACT 2000

INVITATION TO SUBMIT A BEST AND FINAL OFFER No. PRO 1632 NEW BUS for LONDON and RELATED SERVICES

1. Background

- 1.1 The Freedom of Information Act 2000 (**FOIA**) gives the public a legal right of access to information held by public authorities. The public now have a right to know about our work and it is our duty to operate with openness and transparency.
- 1.2 A person making a FOIA request is entitled to two things, unless an exemption applies. These are:
- (a) to be informed whether we hold information of the description requested; and
 - (b) if so, to have that information communicated to him or her.

2. How does this affect you?

- 2.1 All information held by TfL is caught by the FOIA. The rules about disclosure apply regardless of where the information originated. This means that all the following types of information **may** be subject to disclosure:
- information in any tender submitted to us;
 - information in any contract to which we are a party (including information generated under a contract or in the course of its performance);
 - information about costs, including invoices submitted to us;
 - correspondence and other papers generated in any dealing with the private sector whether before or after contract award.
- 2.2 This means TfL will be obliged by law to disclose such information unless an exemption applies.
- 2.3 The legal obligation to respond to requests from the public under the FOIA rests with TfL. TfL must therefore respond to requests as we see fit in our sole discretion. This Guidance explains our policy on the disclosure to the public of information about our private sector Bidders.

3. General rules on disclosure

3.1 In the absence of special circumstances:

- (a) all Invitations to Negotiate published by TfL will be available to the public on request;
- (b) responses to Bidders will be held in confidence until contract award;
- (c) information about the total value of bids will be made available to the public on request, but only in response to requests made after contract award.

3.2 Any person bidding for or contracting with TfL must notify TfL during the bidding or negotiating process of information which they consider to be eligible for exemption from disclosure under the FOIA. Such notification must be made in the form of the Appendix to this Guidance Note. Such information must be referred to as **reserved information.**

3.3 Information not identified as reserved information in the way described above is likely to be made available by TfL on request.

4. Reserved information

4.1 Information which Bidders wish to put forward as reserved information must clearly describe, with supporting detail:

- (a) the information itself, or the class(es) of information; and
- (b) why, in the Bidders opinion, that information is exempt from disclosure. Grounds for exemption may be one or more of the following:
 - (i) the information is a trade secret;
 - (ii) the disclosure of the information would prejudice the commercial interests of any person or organisation (see 4.2);
 - (iii) the information will be disclosed by the Bidder to TfL, *and* the nature of the information, or the circumstances of its disclosure, or other circumstances, justify the acceptance by TfL of an obligation of confidence in relation to that information;
 - (iv) the information is personal data or otherwise relates to the private life of an individual and is therefore appropriate for protection; or

(v) any other specific exemption under the FOIA.

4.2 All decisions about disclosure of information will be made at the sole discretion of TfL. The exemption that applies to trade secrets and to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA. This means that TfL is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the public interest in upholding the exemption.

4.3 Information which is submitted to TfL as reserved information will be listed in a document that will also:

(a) specify which exemption(s) may apply to each piece or class of information; and

(b) indicate when it is likely information can be made available, or (if this is the case) that it is unlikely ever to be made available.

TfL may disclose the Bidder's justification for classifying information as reserved information.

4.4 Information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the contract supply.

4.5 Information relating to the overall value, performance or completion of a contract will not be accepted as reserved information, although TfL may choose to withhold such information in appropriate cases, at its sole discretion.

4.6 The Bidder may designate unit prices or more detailed pricing information as reserved information.

5. Other Guidance

5.1 Although TfL is not under any obligation to consult the Bidder in relation to requests for information made under the FOIA, TfL will endeavour to inform the Bidder of requests wherever it is reasonably practicable to do so.

5.2 Contracts with TfL may require the Bidder to supply information to us, or provide other assistance, pursuant to any FOIA request received by TfL.

5.3 The Bidder should be aware that TfL's decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

FREEDOM OF INFORMATION APPENDIX – RESERVED INFORMATION

Contract/Tender/Document Reference Number: _____

Information Class/Type	Grounds for Exemption	Date can be made available
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART 4

TECHNICAL, PRICING AND COMMERCIAL

INVITATION TO SUBMIT A BEST AND FINAL OFFER No. PRO 1632 NEW BUS for LONDON and RELATED SERVICES

Bidders must submit a full set of Contract documents capable of being accepted by TfL WITHOUT further clarification or negotiation (minor drafting items may be left for completion but these must not have any impact on the commercial aspects of the contract or technical impact on the specification).

The Contract, amended to incorporate changes agreed during negotiations with the Bidder, will be supplied as soon as practicable. Bidders have been asked to provide the material necessary to complete the majority of the Schedules to the Contract and, to the extent that such material has not been provided in sufficient time for review by TfL, TfL reserves the right to amend the Contract accordingly.

If the Bidder proposed changes to the Contract and/or schedules submitted as a part of the BAFO the Bidder must include actual drafting changes to reflect the amendment(s) required. It is not acceptable to provide comments alone. This will necessitate the provision of both a 'tracked changes' version and a clean version with the submission. Where changes have been made a brief description must be provided as to why the changes are beneficial to TfL, where indicated on the "Full Set of Contract Documents", overleaf.

A full list of the Contract documents is provided below.

FULL SET OF CONTRACT DOCUMENTS

Document Title	Drafting Changes Yes/No	If Yes – provide a brief description, for every change, of why the change is beneficial to TfL
Contract – Body Note 1		
Contract – Schedule 1 (Specification Parts 1 & 2 for Double Decker Bus Vehicles)	See Note 2	See Note 2
Contract – Schedule 2 (Project Milestones) Note 3	See Note 3	See Note 3
Contract – Schedule 3 (Vehicle Inspection Report)		
Contract – Schedule 4 (Price Summary and Payment Schedule) Note 3	See Note 3	See Note 3
Contract – Schedule 5 (Vehicle Operators)		
Contract – Schedule 6 (Terms of Supply of Production Vehicles to the Company)		
Contract – Schedule 7 (Vehicle Warranty and Spare Parts Warranty)		
Contract – Schedule 8 (Spare Parts Ordering and Delivery Procedure)		
Contract – Schedule 9 (Standard Terms of Sale for Spare Parts)		
Contract – Schedule 10 (Company Workplace Harassment Policy)		
Contract – Schedule 11 (Background Intellectual Property)		
Contract – Schedule 12 (Procedure Covering Variations from Contract)		
Contract – Schedule 13 (Responsible Procurement and Strategic Labour Needs)		
Contract – Schedule 14 (Maintenance and Support Services)		
Contract - Any additional Bidder Specific Schedules		

Note 1 - Bidders must specifically confirm the Insurance requirements of the Contract will be met.

Note 2 – For Schedule 1 Bidders must complete the response template provided in Section 3, Part 5 (Specification Stage 2b V 3.0 – BAFO). Any changes agreed will be incorporated into the Contract Specification by TfL.

Note 3 – Bidders must ensure that Schedules 2 and 4 are completed, with Milestones and prices, respectively.

PART 5

INFORMATION REQUIRED ONLY FOR BAFO EVALUATION

INVITATION TO SUBMIT A BEST AND FINAL OFFER No. PRO 1632 NEW BUS for LONDON and RELATED SERVICES

Bidders are required to submit information which will be used, in addition to the Part 4 information, for evaluation purposes. Such information will not become part of any ensuing Contract. The list of such documents follows together with the documents themselves.

Technical Documents
Specification Stage 2b V3.0 – BAFO
Pricing Documents
As per Section 3, Part 5, Appendix 1

In Addition

Any price information that will be of assistance to TfL. Such information may become part of any ensuing Contract.

PART 6 STYLING PORTFOLIO

INVITATION TO SUBMIT A BEST AND FINAL OFFER No. PRO 1632 NEW BUS for LONDON and RELATED SERVICES

Bidders are asked to restrict what is provided to a portfolio of a maximum of 35 pages at A3 size, drawings etc. should be without backgrounds, manufacturer's names, symbols, advertising panels, passengers or logos. The **first 30 pages** of the portfolio should include full colour renderings of the following views:

- 3D views exterior showing vehicle from all quarters.
- Elevations front, sides and rear.
- 3D views of the open platform arrangement in open and closed conditions.
- 3D views of the driver's cab from the front entrance showing cab door/protective screen arrangements.
- A 3D and plan view of the cab layout.
- Plan views showing seating layouts in upper and lower saloons.
- 3D views as necessary of the lower saloon showing the front staircase, seating, wheelchair position, centre exit door, rear platform access, and ceiling/lighting arrangements.
- 3D views of the rear staircase and its access from the saloon
- 3D views as necessary of the upper saloon showing seating layout, arrangements around staircase heads, ceiling/lighting arrangements.
- Drawings, sketches, photos etc of any specific details, particularly themed styling hardware and features.
- Colour scheme proposals for interior panelling, handrails, flooring etc.
- Moquette design.

The **final 5 pages** of the portfolio should include examples of a previous new product styling development exercise to illustrate how progression from concept to finished product does not detract from its designer's original ideas.

At this stage it is appreciated that the styling may still be conceptual or at an early stage of development